

**OUTDOOR MERCHANDISE PERMIT  
OUTDOOR MERCHANDISE ENCROACHMENT AGREEMENT  
INFORMATION SHEET**

Based on the following descriptions, determine which of the attached applications you need to complete City Ordinance #3024, Sec. 16-147 specifically outlines outdoor merchandise area requirements.

An **Outdoor Merchandise Permit** is required for merchandise areas which use 30 sq. ft. or less of sidewalk space and do not have anything attached to the sidewalk. If this is the case, only the application and attachments are required.

An **Outdoor Merchandise Encroachment Agreement** is required for merchandise areas which use over 30 sq. ft. of sidewalk space and/or which have something attached to the sidewalk. If this is the case, the application, attachments, and encroachment agreement application are required.

1. Include the following with your application:

\_\_\_ Drawing showing:

- ♦ sidewalk width from the front of the building to the street edge
- ♦ required 6 ft. of pedestrian passageway
- ♦ location and dimensions of the outdoor merchandise area
- ♦ location and size/dimensions of any canopy, awning, fencing or railing attached to sidewalk
- ♦ location of trash receptacles and/or any other accessory within the merchandise area
- ♦ any City trash receptacle, tree, or tree pit adjacent to your merchandise area

\_\_\_ Certificate of Insurance for \$1,000,000 (**show City Of Asheville as additional insured**)

\_\_\_ City Privilege License

\_\_\_ Completed Encroachment Agreement Application

\_\_\_ Permit Fee (Fee schedule attached)

2. If you are wanting to add any type of signage, contact the Code Enforcement office, located on the Fifth Floor of City Hall (828-259-5850).
3. Obtain a Certificate of Insurance for \$1,000,000. **You need to include the City of Asheville as "Additional Insured"**. Permits will not be issued without the "Additional Insured" verbiage.
4. Contact Customer Services, located on the First Floor of City Hall (828-251-1122), to determine if adding the outdoor merchandise area will increase your Privilege License fee.
5. Submit the completed application, the encroachment agreement application (if required), ALL required documents, and the permit fee to the City Development office, 29 Haywood St., Asheville, NC 28801.
6. Once approved, you will receive a signed copy of your application, which will serve as your permit.
7. The City of Asheville's permit year runs from July 1 until June 30th of the following year.

If you have any questions, please call City Development at (828) 232-4505. Fax # (828) 232-4506

# OUTDOOR MERCHANDISE PERMIT

Date of Application: \_\_\_\_\_

Permit Expires: June 30, \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Name of Business \_\_\_\_\_

Business phone \_\_\_\_\_

Business Address \_\_\_\_\_

Merchandise to be sold \_\_\_\_\_

PLEASE ATTACH THE FOLLOWING:

\_\_\_\_ Drawing showing:

- ♦ sidewalk width from the front of the building to the street edge
- ♦ required 6 ft. of pedestrian passageway
- ♦ location and dimensions of the outdoor merchandise area
- ♦ location of trash receptacles and/or any other accessory within the merchandise area
- ♦ any City trash receptacle, tree, or tree pit adjacent to your merchandise area

\_\_\_\_ Certificate of Insurance for \$1,000,000 (**show City Of Asheville as additional insured**)

\_\_\_\_ City Privilege License

\_\_\_\_ Permit Fee (\$175 Application fee \$25 Renewal fee each subsequent year)

The undersigned hereby certifies that he/she has reviewed and agrees to abide by the requirements for Outdoor Merchandise as set forth in Article V of Chapter 16 of Code of Ordinances of the City of Asheville. The undersigned further agrees to indemnify and hold harmless the City of Asheville, its officials, officers and employees, from and against any and all claims, causes of action, suits, damages, costs, losses and expenses (including, but not limited to, attorney's fees) for personal injury and/or property damage which arise out of or may be related to activities, or activities related to those activities, as described in this permit, save and excepting therefrom any negligence of or by the City of Asheville, its officials, officers, or employees.

Further, the undersigned agrees to indemnify and hold harmless the City of Asheville, its officials, officers and employees, from and against any and all claims, causes of action, suits, damages, cost, losses and expenses (including, but not limited to, attorney's fees) which arise out of or may be related to the failure of the undersigned to comply with the Americans with Disabilities Act (the "Act"), the North Carolina State Building Code (the "Code"), any regulations promulgated pursuant to the Act or the Code and all other health and safety laws and regulations.

APPLICANT'S SIGNATURE: \_\_\_\_\_ APPLICANT'S NAME: \_\_\_\_\_  
(PLEASE PRINT)

FOR OFFICE USE

\_\_\_\_ Application complete  
\_\_\_\_ Attachments

\_\_\_\_ Approval of Downtown Design Review

APPROVALS

\_\_\_\_ Police  
\_\_\_\_ Risk Management  
\_\_\_\_ HRC Director (Biltmore Village location only)

CITY DEVELOPMENT DIRECTOR

Date \_\_\_\_\_

# OUTDOOR MERCHANDISE ENCROACHMENT AGREEMENT

**PLEASE NOTE: You must also complete the Encroachment Agreement application.**

Date of Application: \_\_\_\_\_

Permit Expires: June 30, \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Name of Business \_\_\_\_\_

Business phone \_\_\_\_\_

Business Address \_\_\_\_\_

Merchandise to be sold \_\_\_\_\_

PLEASE ATTACH THE FOLLOWING:

\_\_\_\_ Drawing showing:

- ♦ sidewalk width from the front of the building to the street edge
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- ♦ any City trash receptacle, tree, or tree pit adjacent to your merchandise area

\_\_\_\_ Certificate of Insurance for \$1,000,000 (**show City Of Asheville as additional insured**)

\_\_\_\_ City Privilege License

\_\_\_\_ Completed Encroachment Agreement Application

\_\_\_\_ Permit Fee (Fee Schedule Attached)

The undersigned hereby certifies that he/she has reviewed and agrees to abide by the requirements for Outdoor Merchandise as set forth in Article V of Chapter 16 of Code of Ordinances of the City of Asheville. The undersigned further agrees to indemnify and hold harmless the City of Asheville, its officials, officers and employees, from and against any and all claims, causes of action, suits, damages, costs, losses and expenses (including, but not limited to, attorney's fees) for personal injury and/or property damage which arise out of or may be related to activities, or activities related to those activities, as described in this permit, save and excepting therefrom any negligence of or by the City of Asheville, its officials, officers, or employees.

Further, the undersigned agrees to indemnify and hold harmless the City of Asheville, its officials, officers and employees, from and against any and all claims, causes of action, suits, damages, cost, losses and expenses (including, but not limited to, attorney's fees) which arise out of or may be related to the failure of the undersigned to comply with the Americans with Disabilities Act (the "Act"), the North Carolina State Building Code (the "Code"), any regulations promulgated pursuant to the Act or the Code and all other health and safety laws and regulations.

APPLICANT'S SIGNATURE: \_\_\_\_\_ APPLICANT'S NAME: \_\_\_\_\_  
(PLEASE PRINT)

OWNER'S SIGNATURE: \_\_\_\_\_ OWNER'S NAME: \_\_\_\_\_  
(PLEASE PRINT)

## FOR OFFICE USE

\_\_\_\_ Application complete  
\_\_\_\_ Attachments

\_\_\_\_ Approval of Downtown Design Review  
\_\_\_\_ Completed Encroachment Application

## APPROVALS

\_\_\_\_ Police  
\_\_\_\_ Risk Management

HRC Director (Biltmore Village location only)

\_\_\_\_ FORWARDED TO PUBLIC WORKS FOR ENCROACHMENT AGREEMENT

Instructions: Please fill out the following questions about the proposed encroachment. This information will be verified by the City of Asheville and used in development of the legal agreement between the applicant and the City of Asheville.

### ENCROACHMENT APPLICATION

1. Name of Applicant: \_\_\_\_\_  
Address of Applicant: \_\_\_\_\_ Phone #: \_\_\_\_\_
2. The owner(s) of the real property requesting the encroachment is:  
\_\_\_\_\_.
3. The real property which the encroachment will benefit is located at: \_\_\_\_\_,  
Asheville, North Carolina, and more particularly described as: Pin #(s) \_\_\_\_\_. (Please attach location map)
4. The type of encroachment is as follows: location, type, and size (length, width, and height) of encroaching structures or merchandise. (Please attach site plan showing location of furniture, canopies, fencing, dimensions of dining or merchandise area, and pedestrian passageway). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Has the design been through the Downtown Design Review or HRC Review Process (only if applicable): \_\_\_\_\_ (Please attach photos/drawings/representation of design of furniture, canopies, fencing).
6. Reason for the proposed encroachment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Why is the proposed encroachment necessary: \_\_\_\_\_  
\_\_\_\_\_
8. Is the encroachment located within a public/private traveled road? \_\_\_\_\_  
How far is the encroachment located from a traveled road? \_\_\_\_\_
9. The characteristics of the neighborhood where the encroachment is to be located is as follows:
  - a. \_\_\_\_\_ Commercial
  - b. \_\_\_\_\_ Residential
  - c. \_\_\_\_\_ Heavy Motoring Traffic
  - d. \_\_\_\_\_ Heavy Pedestrian Traffic
  - e. \_\_\_\_\_ Heavy/Light Concentration of Children
  - f. \_\_\_\_\_ Other (please explain) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Is the encroachment located in close proximity to an area where mail is delivered? \_\_\_\_\_
11. Will the encroachment block regulatory signs, crosswalks, intersections, or cause site visibility problems? \_\_\_\_\_
12. Will the encroachment include sharp edges, protrusions or other features which may be hazardous to the public? \_\_\_\_\_
13. Will the encroachment obstruct the Police or Fire Departments in responding to service calls? \_\_\_\_\_
14. Will the encroachment interfere with pedestrian (6' pedestrian zone) or vehicular passage or safety? \_\_\_\_\_
15. Will the encroachment be located in the exit pattern of a building? \_\_\_\_\_
16. Will the encroachment include any structures that protrude over the public way at a height less than 8' (canopies 7')? \_\_\_\_\_
17. Will the encroachment be located in proximity to the collection of garbage? \_\_\_\_\_
18. Will the encroachment require the removal of trees along the public right-of-way? \_\_\_\_\_
19. Will the encroachment be located so as to prevent easy accessibility to cleaning the street it is nearest? \_\_\_\_\_
20. Will the location of the encroachment be constructed over an existing water or wastewater line or other utility? \_\_\_\_\_
21. Will the encroachment be situated so as to interfere with an existing water or wastewater line or other utility? \_\_\_\_\_
22. Will the encroachment be constructed over an existing stormwater facility or other utility? \_\_\_\_\_
23. Will the encroachment interfere with an existing stormwater facility or other utility? \_\_\_\_\_

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Signature of leasee (where applicable)

\*NOTE: In order for this application to be considered, all owners of the real property requesting the proposed encroachment must sign this application. If the applicant is someone other than an owner and is acting on behalf of the owner(s), appropriate documentation must be submitted with this application showing proof that the applicant is authorized to file this application on behalf of the owner(s).